WE, the said A. A. ABERNATHY & WIFE MAUDE E ABERNATHY, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 5000.00 AND WINDSTORM until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE, the said A. A. ABERNATHY & WIFE, MAUDE E. ABERNATHY, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay ~~any one of~~ said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of ~~any one of~~ said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to A. A. ABERNATHY & WIFE, MAUDE E ABERNATHY, THEIR representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to HENRY GOODPASTURE Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said C. B. KELLEY

and A. A. ABERNATHY AND WIFE, MAUDE E. ABERNATHY, hereunto set our hands at NASHVILLE, Tennessee, this the 5TH day of AUGUST, 193 8.

C. B. KELLEY
A. A. ABERNATHY
MAUDE E. ABERNATHY

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, M. L. SPERRY, a Notary Public in and for said County and State, the within named A. A. ABERNATHY AND MAUDE E ABERNATHY

the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MAUDE E. ABERNATHY WIFE of the said A. A. ABERNATHY having appeared before me privately and apart from HER husband, the said MAUDE E ABERNATHY, acknowledged the execution of the said instrument to have been done by HER freely, voluntarily, and understandingly, without compulsion or constraint from HER said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 18TH day of AUGUST, 193 8.

My commission expires JULY 9, 1942

(Seal) M. L. SPERRY
Notary Public.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, R. EUGENE MYERS, a Notary Public in and for said County and State, the within named C. B. KELLEY

the bargainor, with whom I am personally acquainted, and who acknowledged that HE executed the within instrument for the purposes therein contained.

And X, of the said X having appeared before me privately and apart from husband, the said X, acknowledged the execution of the said instrument to have been done by X freely, voluntarily, and understandingly, without compulsion or constraint from said husband, and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 29 day of AUGUST, 193 8

My commission expires JAN 10, 1939

(Seal) R. EUGENE MYERS
Notary Public.

U.S.R.S. $4.00

REC'D AUG 29, 1938 AT 2;41 P.M.

TP

NUMBER 4902 RECORDED SEPT 1, 1938. J. P. ELLIS, TR. TO ELIOTT A. CASTLEMAN, ET UX

INSTALLMENT DEED

1092

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND, EIGHT HUNDRED AND FIFTY ($1,850.00) DOLLARS of which TWO HUNDRED AND FORTY ($240.00) DOLLARS has been paid in cash by ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEM, the receipt of which is hereby acknowledged, and for the remainder AN IN THE TRANSFER OF OTHER PROPERTY ACCEPTED AS CASH PART OF THE REMAINDER, DOLLARS the said ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEMAN HAVE ASSUMED AND AGREED TO PAY A NOTE FOR TWELVE HUNDRED AND FIFTY ($1,250.00) DOLLARS, DATED APRIL 25TH, 1938, WITH 6% INTEREST FROM DATE, AMOUNTING TO $16.04, TOTAL $1,266.04, WHICH NOTE AND INTEREST IS SECURED BY DEED OF TRUST ON THE PROPERTY HEREIN CONVEYED, MADE TO LOUIS R. LINX, TRUSTEE, AND RECORD IN BOOK 791, PAGE 315, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND FOR THE REMAINDER OF THREE HUNDRED AND FORTY THREE AND 96/100 ($343.96) DOLLARS, THE SAID ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEMAN, HAVE EXECUTED THEIR 14 JOINT PROMISSORY NOTES OF EVEN DATE HEREWITH, PAYABLE TO J. P. ELLIS, TRUSTEE, 13 OF SAID NOTES BEING FOR $25.00 EACH AND THE 14TH OR LAST NOTE BEING FOR $18.96, AND ALL OF SAID NOTES FALLING DUE MONTHLY BEGINNING ONE MONTH AFTER DATE, ONE NOTE MATURING EACH MONTH FOR 14 CONSECUTIVE MONTHS

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

I, J. P. ELLIS, TRUSTEE FOR J. PORTER ELLIS, JR. AND JIMMIE W. ELLIS, have this day bargained and sold, and do hereby transfer and convey, unto the said ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEMAN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING THE NORTHERLY 50 FEET OF LOT NO. 5 AND THE SOUTHERLY 50 FEET OF LOT NO. 4 ON THE MAP OF MRS. BETTIE SMITH'S LAND, AS OF RECORD IN BOOK 843, PAGE 59, REGISTER'S OFFICE FOR SAID DAVIDSON COUNTY, TENNESSEE.

SAID NORTHERLY 50 FEET OF LOT NO. 5 AND THE SOUTHERLY 50 FEET OF LOT NO. 4 FRONT TOGETHER 100 FEET ON THE WESTERLY SIDE OF GLENCLIFF ROAD AND RUN BACK BETWEEN PARALLEL LINES 1319 FEET AS MEASURED FROM THE CENTER LINE OF SAID ROAD TO A DEAD LINE, AND BEING PART OF THAT PROPERTY CONVEYED TO J. P. ELLIS, TRUSTEE, BY DEED OF MRS. BETTIE SMITH RILEY AND HUSBAND, N. B. RILEY, OF RECORD IN BOOK 1019, PAGE 493, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEMAN, THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered., EXCEPT AS ABOVE STATED. I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said ELIOTT A. CASTLEMAN AND WIFE, GERTRUDE CASTLEMAN, THEIR heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said ELIOTT A. CASTLEMAN, AND WIFE, GERTRUDE CASTLEMAN, do hereby transfer and convey unto FRANK G. SHARPE, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I declare that I am the true and lawful holder of the claim secured by the instrument within recorded, and hereby acknowledge the satisfaction thereof, and discharge of the lien to secure the same in full. This 1st day of Sept. 1940

Attest: J. P. Ellis
DEPUTY REGISTER